

Law Offices of

**CHAPMAN AND CUTLER LLP**

Theodore S. Chapman  
1877-1943  
Henry B. Cutler  
1879-1959

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201 South Main Street  
Salt Lake City, UT 84111  
(801) 533-0066

March 25, 2008

RECORDATION NO. 19943-H **FILED**

Ms. Anne K. Quinlan  
Acting Secretary  
Surface Transportation Board (the "Board")  
395 E Street, S.W.  
Washington, DC 20423-0001

**MAR 27 '08 -12 15 PM**

**SURFACE TRANSPORTATION BOARD**

Re: BNSF Railway Company (Santa Fe Trust No. 1996-1)  
Release, Discharge and Termination Agreement

Dear Ms. Quinlan:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Release, Discharge and Termination Agreement (Santa Fe Trust No. 1996-1) dated as of March 25, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 19943.

The names and addresses of the parties to the enclosed document are as follows:

Lessee:	BNSF Railway Company 2500 Lou Menk Drive Fort Worth, Texas 76131-2830
Lessor/Borrower:	Dia Brook Ltd. c/o Mitsubishi UFJ Lease & Finance Company Limited 5-1, Marunouchi, 1-chome, Chiyoda-ku, Tokyo 100-6525 Japan Attention: Noriaki Miyabukuro
Security Trustee:	Wells Fargo Bank Northwest, National Association 299 South Main Street, 12th Floor MAC: U1228-120 Salt Lake City, Utah 84111

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Law Offices of  
**CHAPMAN AND CUTLER LLP**

Attention: Corporate Trust Department (Santa Fe Trust  
No. 1996-1)

Agent: Kreditanstalt für Wiederaufbau  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main, Germany  
Attention: X4b3

Assignee: The Bank of Tokyo-Mitsubishi UFJ, Ltd.  
8th Floor, AIG Tower  
1 Connaught Road, Central  
Hong Kong

The equipment covered by the aforesaid Release, Discharge and Termination Agreement consists of all railroad equipment previously on file and subject to the documents described under Recordation Number 19943, as such documents may have been supplemented, modified or amended.

A short summary of the document to appear in the index follows:

Release, Discharge and Termination Agreement (Santa Fe Trust No. 1996-1).

A fee of thirty-five dollars (\$35.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.  
Alvord and Alvord  
1050 Seventeenth Street, N.W.  
Suite 301  
Washington, D.C. 20036

Law Offices of  
CHAPMAN AND CUTLER LLP

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-2991.

Sincerely,

; CHAPMAN AND CUTLER LLP

BY Michael D. Robson  
Michael D. Robson

Enclosures

MAR 27 '08 -12 15 PM

**RELEASE, DISCHARGE AND TERMINATION AGREEMENT SURFACE TRANSPORTATION BOARD  
(SANTA FE TRUST NO. 1996-1)**

THIS RELEASE, DISCHARGE AND TERMINATION AGREEMENT (SANTA FE TRUST NO. 1996-1) (this "*Agreement*") is dated as of March 25, 2008 among Dia Brook Ltd., as lessor or borrower ("*Lessor*" or "*Borrower*"), BNSF Railway Company (successor to The Atchison, Topeka and Santa Fe Railway Company), as lessee ("*Lessee*"), Wells Fargo Bank Northwest, National Association (successor to First Security Bank of Utah, National Association), as security trustee ("*Security Trustee*"), Kreditanstalt für Wiederaufbau, as agent ("*Agent*"), and The Bank of Tokyo-Mitsubishi UFJ, Ltd. (Formerly The Mitsubishi Bank, Limited), as assignee ("*Assignee*").

**RECITALS**

A. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (Santa Fe Trust No. 1996-1) dated February 2, 1996 (as amended, supplemented or modified to date, the "*Lease*") by which the Lessor has leased to Lessee eleven (11) General Motors Corporation (Electro-Motive Division) Model SD 75M Diesel Electric Locomotives with road numbers BN 8253 through 8256, inclusive, BN 8262, BN 8264 through 8265, inclusive, and BN 8267 through 8270, inclusive (the "*Equipment*"). The Lease (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on February 21, 1996 at 2:10 P.M. under recordation number 19943.

B. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage and Security Agreement (Santa Fe Trust No. 1996-1) dated February 2, 1996 (as amended, supplemented and modified to date, the "*Mortgage*") by which the Borrower granted a security interest in the Equipment to the Security Trustee in order to secure the Borrower's performance of its obligations under the Loan Agreement. The Mortgage (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on February 21, 1996 at 2:10 P.M. under recordation number 19943-A.

C. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (Santa Fe Trust No. 1996-1) dated February 22, 1996 (as amended, supplemented or modified to date, the "*Lease Supplement*") by which the Lessor has leased to Lessee the Equipment. The Lease Supplement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on February 21, 1996 at 2:10 P.M. under recordation number 19943-B.

D. The Borrower and the Security Trustee have heretofore entered into that certain Mortgage Supplement No. 1 (Santa Fe Trust No. 1996-1) dated February 22, 1996 (as amended, supplemented and modified to date, the "*Mortgage Supplement*") by which the Borrower granted a security interest in the Equipment to the Security Trustee in order to secure the Borrower's performance of its obligations under the Loan Agreement. The Mortgage Supplement (or a memorandum thereof) was duly recorded with the Interstate Commerce

Commission (as predecessor to the Surface Transportation Board) on February 21, 1996 at 2:10 P.M. under recordation number 19943-C.

E. The Borrower and the Agent have heretofore entered into that certain Dollar Account Pledge Agreement (Santa Fe Trust No. 1996-1) dated February 2, 1996 (as amended, supplemented and modified to date, the "*Pledge Agreement*") by which the Borrower pledged, assigned and granted to the Agent a security interest in all of Borrower's right, title and interest in and to the Dollar Account (other than in respect of Excepted Interests) described in the Pledge Agreement. The Pledge Agreement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on February 21, 1996 at 2:10 P.M. under recordation number 19943-D.

F. The Borrower and the Assignee have heretofore entered into that certain Yen Assignment Agreement (Santa Fe Trust No. 1996-1) dated February 22, 1996 (as amended, supplemented and modified to date, the "*Yen Assignment Agreement*") by which the Borrower granted to the Assignee a security interest in all of its right, title and interest in and to the Collateral described therein. The Yen Assignment Agreement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on February 21, 1996 at 2:10 P.M. under recordation number 19943-E.

G. The Borrower and the Security Trustee have heretofore entered into that certain Memorandum of Lease Assignment (Santa Fe Trust No. 1996-1) dated February 22, 1996 (as amended, supplemented and modified to date, the "*Lease Assignment*") by which the Borrower assigned its rights in the Lease with respect to the Equipment to the Security Trustee in order to secure the Borrower's performance of its obligations under the Loan Agreement. The Lease Assignment (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on February 21, 1996 at 2:10 P.M. under recordation number 19943-F.

H. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (Santa Fe Trust No. 1996-1) dated February 2, 1996 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which the Lessor granted to the Lessee a security interest in the Equipment. The Lessor Security Agreement (or a memorandum thereof) was duly recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) on February 21, 1996 at 2:20 P.M. under recordation number 19943-G.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION.

Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2. TERMINATION.

Each of the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Pledge Agreement, the Yen Assignment Agreement, the Lease Assignment and the Lessor Security Agreement is terminated in accordance with its terms effective as of the date hereof.

3. RELEASE AND DISCHARGE.

*Section 3.1. Lessor Security Agreement.* Concurrent with the transfer of the Equipment by the Lessor to the Lessee, the Lessee hereby irrevocably and unconditionally (i) releases and discharges the LSA Collateral from the security constituted by the Lessor Security Agreement (as defined in Section 2 (*Grant of Security Interest*) of the Lessor Security Agreement), (ii) re-assigns to and in favor of the Lessor all of its right, title and interest in and to the LSA Collateral, and (iii) releases and discharges the Lessor from all its obligations and liabilities under the Lessor Security Agreement. The Lessor hereby accepts the re-assignment referred to above.

*Section 3.2. Mortgage.* The Security Trustee hereby irrevocably and unconditionally releases and discharges (i) the Collateral (as defined in Section 2.1 (*Mortgage and Grant of Security Interest*) of the Mortgage) from the security constituted by the Mortgage and (ii) the Lessor from all its obligations and liabilities under the Mortgage.

4. SURVIVAL.

This Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Pledge Agreement, the Yen Assignment Agreement, the Lease Assignment or the Lessor Security Agreement, as applicable, which are expressed to survive any termination or otherwise be of a continuing nature.

5. REPRESENTATIONS AND WARRANTIES.

Each of the parties hereto hereby represents and warrants that as of the date hereof, it has the power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize its execution, delivery and performance of the same.

6. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, and each counterpart shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Release, Discharge and Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

DIA BROOK LTD.

March 13, 2008

By  
Name: *Marcus Ignati*  
Title: *Authorized Representative*

BNSF RAILWAY COMPANY (successor to The  
Atchison, Topeka and Santa Fe Railway  
Company)

By  
Name: L. Steven Vollmer  
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL  
ASSOCIATION (successor to First Security  
Bank of Utah, National Association), as  
Security Trustee

By  
Name:  
Title:

KREDITANSTALT FÜR WIEDERAUFBAU, as  
Agent

By  
Name:  
Title:


By  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Release, Discharge and Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

DIA BROOK LTD.

By  
Name:  
Title:

BNSF RAILWAY COMPANY (successor to The  
Atchison, Topeka and Santa Fe Railway  
Company)

By   
Name: L. Steven Vollmer  
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL  
ASSOCIATION (successor to First Security  
Bank of Utah, National Association), as  
Security Trustee

By  
Name:  
Title:

KREDITANSTALT FÜR WIEDERAUFBAU, as  
Agent

By  
Name:  
Title:

By  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Release, Discharge and Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

DIA BROOK LTD.

By  
Name:  
Title:

BNSF RAILWAY COMPANY (successor to The  
Atchison, Topeka and Santa Fe Railway  
Company)

By  
Name: L. Steven Vollmer  
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL  
ASSOCIATION (successor to First Security  
Bank of Utah, National Association), as  
Security Trustee

By   
Name: H. Russell Hettinger  
Title: Vice President

KREDITANSTALT FÜR WIEDERAUFBAU, as  
Agent

By  
Name:  
Title:

By  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Release, Discharge and Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

DIA BROOK LTD.

By  
Name:  
Title:

BNSF RAILWAY COMPANY (successor to The  
Atchison, Topeka and Santa Fe Railway  
Company)

By  
Name: L. Steven Vollmer  
Title: General Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL  
ASSOCIATION (successor to First Security  
Bank of Utah, National Association), as  
Security Trustee

By  
Name:  
Title:

KREDITANSTALT FÜR WIEDERAUFBAU, as  
Agent

By   
Name: Andreas Klocke  
Title: First Vice President \_\_\_\_\_

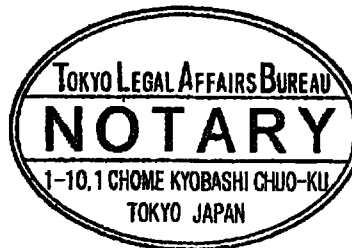
THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.  
(formerly The Mitsubishi Bank, Limited)

By   
Name: Wong Sau Kwong  
Title: Senior Assistant General Manager

I, the undersigned NOTARY, do hereby certify that Mr. Masafumi IGARASHI of White & Case Law Offices, by power of attorney, being duly authorized to execute and deliver the foregoing instrument ("RELEASE, DISCHARGE AND TERMINATION AGREEMENT") for and on behalf of the DIA BROOK LTD., being legally established and existing under the laws of Japan and having its registered office at 5 1, Marunouchi, 1 chome, Chiyoda-ku, Tokyo, Japan has executed in my very presence the foregoing instrument.

Dated this 17th day of March, 2008.

  
Notary Shigeo IKEDA  
My commission expires:  
January 22, 2013  
Tokyo Legal Affairs Bureau, Japan



STATE OF TEXAS                    )  
  )   SS:  
COUNTY OF TARRANT            )

On this, the \_\_\_\_\_ day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared L. Steven Vollmer, who being by me duly sworn, says that he is the General Director-Finance of BNSF RAILWAY COMPANY, that said instrument was signed on March \_\_, 2008 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name:  
Notary Public -- State of Texas  
My Commission Expires:  
Residing in Forth Worth, Texas

(Seal)

I, the undersigned NOTARY, do hereby certify that \_\_\_\_\_ of DIA BROOK LIMITED who has been duly authorized to execute and deliver the foregoing instrument for and on behalf of the DIA BROOK LIMITED, being legally established and existing under the laws of Japan and having its registered office at \_\_\_\_\_ has executed in my very presence the foregoing instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary

Tokyo Legal Affairs Bureau, Japan

STATE OF TEXAS                    )  
  )   SS:  
COUNTY OF TARRANT            )

On this, the 12<sup>th</sup> day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared L. Steven Vollmer, who being by me duly sworn, says that he is the General Director-Finance of BNSF RAILWAY COMPANY, that said instrument was signed on March 12, 2008 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Tina M. Mailhos  
Name: Tina M. Mailhos  
Notary Public - State of Texas  
My Commission Expires: 7-18-2010  
Residing in Forth Worth, Texas

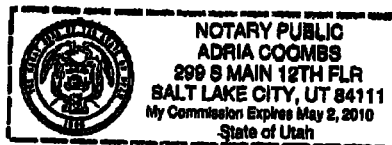
STATE OF UTAH                    )  
  )  
COUNTY OF SALT LAKE        )     SS:

On this, the 4<sup>th</sup> day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared Mr. Russell Hattinger, who being by me duly sworn, says that (s)he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on March 4, 2008 on behalf of said association by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Adria Coombs  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_

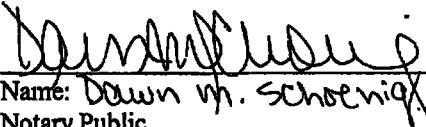
(Seal)



STATE OF NEW YORK           )  
  )  
COUNTY OF NEW YORK       )   SS:

On this, the 6<sup>th</sup> day of February, 2008, before me, a Notary Public in and for said County and State, personally appeared Andreas Klocke, who being by me duly sworn, says that (s)he is the First Vice President of KREDITANSTALT FÜR WIEDERAUFBAU, that said instrument was signed on February 6, 2008 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

  
Name: Dawn M. Schoenig  
Notary Public  
My Commission Expires:  
Residing in Manhasset NY

(Seal)

DAWN M. SCHOENIG  
NOTARY PUBLIC, State of New York  
No. 01SC4900811  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires August 3, 2009 *09*

On this, the 25th day of March, 2008, before me, a Notary Public duly admitted, authorized and sworn, residing and practicing at Hong Kong, personally appeared Wong Sau Kwong (the "Substitute"), who being by me duly sworn, says that (s)he is the substitute named under a Deed of Delegation dated 25th March 2008, 2008 made pursuant to a Power of Attorney dated 25th January 2007 by THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. (Formerly The Mitsubishi Bank, Limited) ("BTMU") in favor of Mr. Eiichi Yoshikawa and that the above Release, Discharge and Termination Agreement was signed on March 25th 2008 by the Substitute as the authorized person of BTMU, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of BTMU. I however do not accept any responsibility of the contents of the annexed documents.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

*Elaine Tam*

Name:  
Notary Public  
Residing in Hong Kong

(Seal)

Elaine Chi Ling Tam  
Notary Public, Hong Kong SAR  
Room 1201, 12th Floor,  
Far East Consortium Building,  
No. 121 Des Voeux Road Central,  
Hong Kong SAR  
(I assume no responsibility for the contents of this document)

# KYOBASHI NOTARY OFFICE

1-10KYOBASHI 1-CHOME,CHUO-KU, PHONE:81-03-3271-4677  
TOKYO 104-0031,JAPAN FAX: 81-03-3271-3606

Registered No. 307

## NOTARIAL CERTIFICATE

I, the undersigned NOTARY, do hereby certify that Mr. Masafumi Igarashi of White & Case Law Offices, by power of attorney, being duly authorized to execute and deliver the foregoing instrument for and on behalf of Dia Brook Ltd. being legally established and existing under the laws of Japan and having its registered office at 5-1, Marunouchi 1-chome, Chiyoda-ku, Tokyo, Japan, has executed in my very presence the foregoing instrument.

Dated this 13<sup>th</sup> day of March, 2008.



*Shigeo Ikeda*  
Shigeo IKEDA NOTARY

TOKYO LEGAL AFFAIRS BUREAU

My commission expires: January 22, 2013



平成20年登録第 367 号  
認 証

囑託人・ダイヤブルーク有限会社 (DIA BROOK LTD. 本社：日本国東京都千代田区丸の内一丁目5番1号) の権限ある代理人 五十嵐 将史 (Mr. Masafumi IGARASHI) は、本公証人の面前において、添付書面「解除契約書」に署名した。

よって、これを認証する。

平成20年 3 月 13 日、本公証人役場において

東京都中央区京橋一丁目1番10号  
東京法務局所属

公 証 人  
Notary

池田 武治  
Shigeo IKEDA



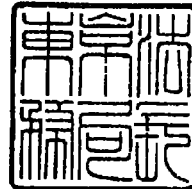
総公証 №110814 号

証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成20年 3 月 13 日

東京法務局長 五十嵐義治



CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date MAR. 13. 2008

Yoshiharu IGARASHI

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date MAR. 13. 2008

K. Oyabe

Tokyo, Kazutoyo OYABE

Official  
Ministry of Foreign Affairs  
(Consular Service Division)



**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 3/27/08



\_\_\_\_\_  
Robert W. Alvord